

**Exhibit A**

**Proposed Order**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

AMYRIS, INC., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 23-11131 (TMH)

(Jointly Administered)

Re: Docket No. \_\_\_\_

**ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF  
WHITE & CASE LLP AS COUNSEL EFFECTIVE AS OF AUGUST 28, 2023**

Upon the application (the “**Application**”)<sup>2</sup> of the Official Committee of Unsecured Creditors (the “**Committee**”), appointed in the cases of the above-captioned debtors and debtors-in-possession (collectively, the “**Debtors**”), for entry of an order (this “**Order**”) authorizing the employment and retention of White & Case LLP (“**White & Case**”) effective as of August 28, 2023 as the Committee’s counsel; and the Court having jurisdiction to consider the Application and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and consideration of the Application and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due, sufficient, and proper notice of the Application having been provided under the circumstances and in accordance with the Bankruptcy Rules and the Local Rules, and it appearing that no other or further notice need be provided; and a hearing having been held, if necessary, to consider the relief requested in the Application (the “**Hearing**”); and upon consideration of the

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<sup>1</sup> A complete list of each of the Debtors in these Chapter 11 Cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://cases.stretto.com/Amyris>. The location of Debtor Amyris Inc.’s principal place of business and the Debtors’ service address in these Chapter 11 Cases is 5885 Hollis Street, Suite 100, Emeryville, CA 94608.

<sup>2</sup> Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Application.

Declarations attached to the Application, and the record of the Hearing, if any, and all proceedings had before the Court; and the Court having found and determined that White & Case does not represent or hold any interest adverse under section 1103 of the Bankruptcy Code, and is (to the extent applicable) a “disinterested person” as that term is defined under section 101(14) of the Bankruptcy Code, that the relief sought in the Application is necessary and in the best interests of the Committee, the Debtors, their estates, their creditors, and all parties in interest, and that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

1. The Application is GRANTED as set forth herein. Any objections or reservations of rights filed in respect of the Application are overruled, with prejudice.
2. Pursuant to sections 328(a) and 1103 of the Bankruptcy Code, Bankruptcy Rule 2014, and Local Rule 2014-1, the Committee is authorized to employ and retain White & Case as counsel to the Committee effective as of August 28, 2023, to provide the services set forth in the Application and Engagement Agreement (attached hereto as Exhibit 1) and in accordance with the terms and conditions set forth in the Application and Engagement Agreement.
3. In connection with these Chapter 11 Cases, White & Case shall be compensated for professional services rendered and reimbursed for expenses incurred in accordance with, and will file, interim and final fee applications for allowance of its compensation and expenses and shall be subject to sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, any applicable orders of the Court, pursuant to any other procedures this Court deems appropriate, and the Engagement Agreement.
4. White & Case shall provide notice of any rate increases in the first monthly

statement in which such rate increases are applicable.

5. To the extent that the Application and the Declarations of Andrew F. O'Neill and Joshua Wiley are inconsistent with this Order, the terms of this Order will govern.

6. Notice of the Application as provided shall be deemed good and sufficient notice of the Application.

7. The Committee, Debtors and White & Case are authorized and empowered to take all actions necessary to implement the relief granted in this Order.

8. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry notwithstanding any stay that might be imposed by Bankruptcy Rule 6004(h)

9. This Court shall retain exclusive jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

**Exhibit 1**

**Engagement Letter**

September 20, 2023

Official Committee of Unsecured Creditors of Amyris Inc., *et al.*  
 c/o Wiley Companies  
 Attn: Joshua Wiley  
 545 Walnut St.  
 Coshocton, Ohio 43812  
 joshua.wiley@wileyco.com

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White & Case LLP  
 111 South Wacker Drive  
 Suite 5100  
 Chicago, Illinois 60606-4302  
 T +1 312 881 5400

Dear Mr. Wiley:

[whitecase.com](http://whitecase.com)

We are pleased that the Official Committee of Unsecured Creditors (the “Committee” or “you”) in the jointly administered chapter 11 cases (the “Chapter 11 Cases”) of Amyris Inc. and certain of its subsidiaries and affiliates (collectively, the “Debtors”) currently pending in the United States Bankruptcy Court for the District of Delaware (the “Court”) has selected White & Case LLP (“W&C” or the “Firm”) in connection with the engagement described below (the “Engagement”), subject to the approval of the Court. The Committee selected W&C as its proposed lead counsel on August 28, 2023, and requested that W&C immediately commence work on time-sensitive matters and promptly devote substantial resources to the Debtors’ Chapter 11 Cases prior to submission and approval of the retention application. Accordingly, W&C will seek approval of its retention retroactively to August 28, 2023.

### **Scope of Engagement**

This engagement agreement (this “Agreement”) memorializes the terms under which the Services (defined below) will be provided to you. It is understood that W&C is being engaged by the Committee as an official statutory body created pursuant to section 1102 of title 11 of the United States Code (the “Bankruptcy Code”) and appointed by the Office of the United States Trustee, and that our representation does not constitute representation of, nor create an attorney-client relationship with, any Committee member on an individual basis nor any of your subsidiaries, affiliates, shareholders, members, directors, officers, employees, trustees, partners, joint ventures, or other owners. To the extent that any position advocated by the Committee is adverse to the interest of any individual Committee member, the Committee member hereby expressly authorizes the Firm to represent the Committee and acknowledges that such representation does not constitute a differing interest or a potential or actual conflict of interest.

W&C is expected to render such legal services as the Committee may request in order to discharge the Committee’s responsibilities and further the interests of the Committee’s constituents in the Chapter 11 Cases (the “Services”). Specifically, W&C expects that it will assist, advise, and represent the Committee with respect to the following matters, without limitation:

- (a) assist and advise the Committee regarding its rights, powers, and duties under the Bankruptcy Code and in connection with the Chapter 11 Cases;
- (b) assist and advise the Committee in its consultations and negotiations with the Debtors concerning the administration of the Chapter 11 Cases;

- (c) assist and advise the Committee in its examination, investigation, and analysis of the acts, conduct, assets, liabilities, and financial condition of the Debtors, including without limitation, reviewing and investigating prepetition transactions, the operation of the Debtors' business, and the desirability of the continuance of such business;
- (d) assist the Committee in the formulation, review, analysis, and negotiation of any chapter 11 plan(s) that have been or may be filed and assist the Committee in the formulation, review, analysis, and negotiation of the disclosure statement accompanying any chapter 11 plan(s);
- (e) take all necessary action to protect and preserve the interests of the Committee and creditors holding general unsecured claims against the Debtors' estates, including (i) the investigation and possible prosecution of actions enhancing the Debtors' estates, such as any potential challenges to the scopes of the security interests of the Company's prepetition lenders, and (ii) review and analysis of claims filed against the Debtors' estates;
- (f) review and analyze motions, applications, orders, statements of operations, and schedules filed with the Bankruptcy Court and advise the Committee as to their propriety;
- (g) prepare on behalf of the Committee all necessary pleadings, applications, memoranda, orders, reports, and other papers, in support of positions taken by the Committee;
- (h) represent the Committee at all court hearings, statutory meetings of creditors, and other proceedings before this Court;
- (i) assist the Committee in the review, analysis, and negotiation of any financing agreements;
- (j) assist and advise the Committee as to its communications with its constituents regarding significant matters in the Chapter 11 Cases, including but not limited to, communications required under section 1102(b)(3) of the Bankruptcy Code; and
- (k) perform such other legal services as required or otherwise deemed to be in the interests of the Committee in connection with the Chapter 11 Cases.

Our advice is confidential and is being provided to you solely in connection with the Services. Except with our prior written consent, it may not be relied upon for any other purpose or by anyone other than you.

We do not provide promises, guarantees, or other assurances about the outcome of the Services. Nothing in this Agreement nor any statements made by anyone affiliated with the Firm shall be construed as doing so.

If a provision in this Agreement conflicts with any other agreement between you and the Firm, then the provisions in this Agreement shall prevail.

### **Our Fees**

We will charge for the amount of time spent by our lawyers and staff at the Firm's then-prevailing hourly rates. Hourly rates vary with experience and seniority of personnel and with the type of matter. Our present standard hourly rates range from approximately \$1,370 to \$2,100 per hour for partners, \$1,310 for counsel, \$740 to \$1,270 per hour for associates, and \$215 to \$640 for paraprofessionals and other non-lawyer staff. We reserve the right to change our hourly rates from time to time. New rates will typically be reflected in the first invoice issued for work performed in the new year.

From time to time, we may provide estimated fees to you or the Debtors to assist in budgeting. Such estimates are subject to change and are not binding unless expressly and unequivocally agreed in writing by the Firm.

### **Our Expenses and Costs**

W&C will charge for expenses that are incurred and are customarily billed by the Firm, including charges for administration, staff overtime, and travel, subject to any limitations under applicable bankruptcy law. We will also bill for any direct costs incurred by us in performing the Services.

From time to time, we may engage local or other counsel, experts, investigators, accountants, consultants, and other providers of services (collectively, "Third Party Service Providers") to assist us in providing the Services. In the absence of special arrangements between you or the Debtors and us, any fees and expenses of Third Party Service Providers may be billed directly and the Debtors shall be solely responsible for their payment. To the extent the Firm retains any Third Party Service Providers on your behalf or for your benefit, it is expressly understood that the Firm is not acting as a joint venturer of such Third Party Service Providers and will not be responsible for the acts or failures to act of such Third Party Service Providers in the performance of their duties including in connection with their treatment of your data or information.

### **Our Bills**

W&C intends to apply to the Court for allowance of compensation and reimbursement of expenses pursuant to section 330(a) of the Bankruptcy Code, rule 2016 of the Federal Rules of Bankruptcy Procedure, applicable orders of the Court, and any other applicable bankruptcy law. The Firm also will seek payment from time to time from the Debtors on a monthly basis pursuant to the order regarding interim payment of fees and reimbursement of expenses as entered by the Court.

Pursuant to same, the Debtors will be responsible for paying all fees and costs incurred as a result of this representation. Neither the Committee nor any individual Committee member is financially responsible for payment of these fees and expenses. We will address and send our invoices to the Debtors, copying you. You agree that we may enter into direct discussions with the Debtors regarding the timing and terms of payment of our invoices and any revisions to our fee arrangements. We will keep you informed of any such discussions and their outcome. In the event that the Debtors should decline to pay or cease paying for any portion of our invoices, we may decide to terminate our representation of you, or otherwise negotiate the terms of the Services directly with you, subject to Court approval.



### **Conflicts of Interest and Disinterestedness**

W&C is a large global law firm. The Firm and its lawyers provide an extremely broad range of services to numerous clients (including, without limitation, debtors, creditors, and direct competitors of you or your affiliates) throughout the world. A description of those services is available at [www.whitecase.com](http://www.whitecase.com). Given the breadth of our practice, it is possible that during the time we are representing the Committee, some of our present or future clients will be engaged in transactions, or encounter disputes, with the members and constituents of the Committee. Because we are not representing the individual members of the Committee, the Committee agrees that we may continue to represent, and may undertake in the future to represent, existing or new clients (“Other Clients”) in any matter that is not related to our work for the Committee in the Chapter 11 Cases even if the interests of such clients in those matters are directly adverse to the individual members of the Committee. Such matters include, regardless of their magnitude or importance and without limitation: (i) any kind of transactions including acting for competing bidders or acting for financiers or advisors; (ii) potential or actual financial restructurings and insolvencies including claims and negotiations related thereto including advising debtors and/or creditors (whether secured or unsecured); (iii) litigation, arbitration or other dispute; and (iv) regulatory and compliance matters including proceedings before and negotiations with agencies of national, state or local governments including advocacy on behalf of any client before state or national agencies in connection with merger proceedings, antitrust reviews, and civil and criminal investigations or reviews. The foregoing includes, without limitation, matters before the United States Department of Justice and the United States Securities and Exchange Commission, the European Commission, and the World Trade Organization.

This waiver includes a waiver of conflicts potentially involving future matters and clients that are unknown and unknowable at this time. In choosing to execute this waiver, you recognize the inherent risks and uncertainty about the array of potential matters and clients W&C might take on with interests adverse to yours and nonetheless waive any and all conflicts of interest including any right to contest the enforceability of your waiver on the grounds of insufficient information.

Concurrent representation of both you and any Other Client in a matter where your and the Other Client’s interests are adverse may raise concerns for you about the possible dilution of the loyalty and zeal of the lawyers representing you and the potential disclosure of your confidential information or the use of that information to your detriment. To allay these concerns, where you request that we do so or where we believe that we have confidential information from one client that may be relevant to another client in connection with a concurrent representation where our clients have prospective adverse interests (such as where we act for competing bidders or are representing more than one client before government agencies in relation to the same investigation), we will promptly institute an ethical screen between the teams of lawyers providing services to each of you and the Other Client, respectively.

Notwithstanding any other provision of this Agreement, W&C will not represent any other party, other than the Committee, in connection with the Chapter 11 Cases.

In connection with this retention, W&C will conduct a search of its electronic conflicts database with respect to the Debtors and a list of potential parties in interest in these Chapter 11 Cases (collectively, the “Potential Parties in Interest”). The Potential Parties in Interest and the disclosure of connections

with same will be attached as schedules to our retention application to be filed with the Court, a copy of which we intend to provide for your review.

We do not at this time anticipate any conflict will arise which will limit W&C's Services to the Committee. To the extent that any conflict arises, W&C will coordinate with the Committee on such matter.

By signing below, you confirm your understanding that the Firm may rely on this Agreement in undertaking representations adverse to your interests without specifically notifying you either at the time of undertaking such work or upon agreeing to a new representation of you or your affiliates. Subject to the Firm's compliance with the terms of this Agreement, you also agree that you will not, for yourself or any other party assert that either the Firm's representation of you or any of your affiliates in a past, present, or future matter or the Firm's actual or possible possession of confidential information belonging to you or any of your affiliates is a basis to disqualify W&C from acting for any Other Client, to seek Bar discipline, or to otherwise assert that W&C has breached its ethical duties.

### **Our Treatment of Your Information**

Under applicable rules of professional conduct, the Firm is obliged to avoid revealing confidential information acquired as a consequence of the representation of any client subject to certain limited exceptions. We will act at all times in accordance with those rules. If we have confidential information from another client, please understand that we cannot disclose it to you even if that information is relevant to your representation.

You further understand that the Firm, its lawyers, or its staff may be required by law to disclose information about you, the Services, or information that you have disclosed to us. Unless prohibited by law from doing so, we will inform you of any requests for disclosure from third parties or any legal requirements that we make such disclosure and will coordinate any required disclosure with you, subject, of course, to our obligations under applicable law. You agree to provide reasonable assistance as required; however, neither the Committee nor any individual Committee member is financially responsible for payment of these fees and expenses.

To the extent that the Firm processes personal data in the context of this Engagement, the Firm shall ensure that any such processing is performed in accordance with applicable data protection laws and the Firm's Privacy Policy, which is available on [www.whitecase.com](http://www.whitecase.com). You acknowledge that in the context of such processing, you and the Firm are each controllers, independently deciding how and why personal data is processed. Before making any disclosure of personal data to the Firm, you shall ensure that you are lawfully permitted to make the disclosure and that any affected individuals have received the Firm's Privacy Policy.

### **Publicity**

After the earlier of either the conclusion of the Services or any public disclosure you make about the Services, you agree that the Firm may announce, advertise, and/or otherwise publicize the Firm's representation of you, including by providing information for "league table" reporting purposes. In such communications, you agree we may identify you as a client, provide non-confidential factual synopses of the Services and indicate generally the results achieved. Such

communications may be published on the Firm's internet website, in marketing materials, and in such financial and other newspapers and journals as we may choose.

### **Other Notices**

By law in various jurisdictions, the Firm is required to ensure that neither the Firm nor any persons associated with the Firm facilitate the evasion of tax obligations anywhere in the world. To this end, we will from time to time request of you, and you agree to provide, information on the principal objectives of the Services. You confirm that you will not seek to evade tax obligations that you owe and that you will not require us or any person associated with us to facilitate tax evasion. Wherever we will interact with any other advisors on your behalf, you agree to seek the same confirmation from them.

From time to time, the Firm or its lawyers may consult with inside or outside counsel to ensure that the Firm's conduct conforms with applicable law and rules of professional conduct. Any such communications will be deemed confidential and protected by the Firm's attorney-client privilege. Our representation of you shall not waive the Firm's privilege and you agree that we will not be obligated to disclose such privileged communications to you.

All drafts, research notes, memoranda or the like prepared by us in the course of the Services shall remain the sole property of the Firm. All records and files related to the Services will be retained and disposed of in compliance with our obligations pursuant to applicable rules of professional conduct.

### **Termination**

This Engagement may be terminated by you or the Firm at any time. In effecting termination, the Firm will act consistently with the applicable rules of professional conduct. If permission for withdrawal is required by a court, we will apply promptly for such permission and termination shall be effective as of the date so ordered by the court. If not expressly terminated, our attorney-client relationship will conclude upon constructive completion of the relevant matters for which we have been engaged. Constructive completion will take effect after 30 days of inactivity, unless it is mutually understood that our Services are suspended pending the decision of a tribunal or other agreed event.

The Debtors will continue to be responsible for the payment of our fees and expenses up until the termination date, including any fees or costs that may be incurred to effect our withdrawal. If you later retain us to perform further or additional services, the attorney-client relationship will recommence, subject to these and any supplemental terms of engagement that we may agree upon at that time.

Once Services have concluded with respect to this Engagement, we will have no obligation to monitor renewal or notice dates or similar deadlines, which may arise with respect to this Engagement. Although we may consent to be a party notified under agreements or other instruments on your behalf, that alone shall not constitute a continuation or recommencement of our attorney-client relationship. We shall bear no responsibility to pass on any such notices at any time, nor shall we bear any liability for any failure to do so. From time to time, we may choose to inform you by newsletter or otherwise of developments in the law relevant to the Services, but we

have no obligation to do so and this should not be understood as a recommencement of an attorney-client relationship.

**Applicable Law and Rules of Professional Conduct**

Our conduct as attorneys will be governed by the Illinois Rules of Professional Conduct at the time of the applicable conduct. All terms in this Agreement and any dispute arising therefrom shall be governed by New York law. In the event of a dispute between you and W&C as to any controversy, dispute, claim, question, or difference arising from or related to this Agreement or the Services, you hereby agree to waive any right to a jury trial and agree that such dispute shall be settled exclusively in the Court. You consent to the jurisdiction of the Court for this purpose and agree that it is a convenient forum.

\* \* \*

Please sign below in the space provided to confirm your agreement to the foregoing. If we do not receive a counter-signed copy of this Agreement from you within five business days of the date above, your instructing or continuing to instruct the Firm will constitute full acceptance of the above terms including the advance waiver of conflicts set forth above. The Firm is undertaking work in reliance on the foregoing.

Please note that the Firm is not acting as your counsel in connection with the negotiation of this Agreement and you should feel free to consult independent counsel of your choice before signing this Agreement.


We look forward to serving as your counsel.

Very truly yours,

/s/ Andrew F. O'Neill  
**Andrew F. O'Neill**  
White & Case LLP

Accepted and agreed on behalf of the  
Official Committee of Unsecured Creditors of Amyris Inc., *et al*

By: Wiley Companies

DocuSigned by:  
  
By: \_\_\_\_\_  
479D67156AF7443...  
Joshua Wiley, solely in his capacity as representative of the Committee  
and not in his personal capacity  
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